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11 BENIHANA NATIONAL CORP.

12
13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15

16 ILLARI CHAVARRA, an individual,
17 et al.,

17 Plaintiffs,

18 vs.

19 BENIHANA NATIONAL CORP., a
20 Delaware Corporation; BENIHANA
21 INTERNATIONAL, INC., a Delaware
22 Corporation, and DOES 1 through 100,
23 inclusive,

22 Defendants.

CASE NO. 2:13-CV-09326 GAF-PLAx

**PROTECTIVE ORDER
CONCERNING CONFIDENTIAL
DOCUMENTS PRODUCED IN
DISCOVERY**

1 Pursuant to the Stipulation of the Parties, and for good cause appearing,
2 the Court makes the following Protective Order:

3 Copies of Confidential Material, including portions of depositions and
4 deposition transcripts and exhibits, will be marked "Confidential" on the document, or
5 on the record at the deposition.

6 Confidential documents and/or depositions, and deposition transcripts
7 and exhibits, all copies thereof, and any summaries, charts or notes made therefrom,
8 and any facts or information contained therein or derived therefrom, shall be disclosed
9 only to the Court and/or to: (a) the parties; (b) counsel for the parties hereto and their
10 agents, employees, paralegals, or other secretarial and clerical employees or agents;
11 (c) experts or consultants retained by one or more of the parties to this action or their
12 counsel, to assist in preparation of this action for trial; (d) deponents and their counsel;
13 (e) stenographic reporters and videographers who are involved in depositions, the trial
14 or any hearings or proceedings before the Court in this action; and (f) witnesses at the
15 trial of this action.

16 No person authorized hereunder to view copies of Confidential Material,
17 or to make notes therefrom, may disclose any portion of the subject matter or contents
18 of either to any person not authorized hereunder. Experts and consultants and
19 witnesses shown Confidential Material must sign an acknowledgement, attached
20 hereto as Exhibit A, agreeing to be bound by this Order.

21 The Confidential Material, copies of any portion of the Confidential
22 Material itself, and all notes arising from examination of said Confidential Material, as
23 well as discussions of the contents therein, shall be used only in connection with the
24 instant case, and shall not be used in connection with any other lawsuit or for any
25 other purpose whatsoever, unless such Confidential Material is independently
26 discovered in another proceeding. Within 180 days following the conclusion of this
27 action, including appeals, if any, the parties and their counsel, upon written request of
28 the other party, shall destroy or return all Confidential Materials and provide notice to

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1 the other parties' attorneys of record.

2 This Protective Order is without prejudice to reconsideration by the Court
3 as discovery continues.

4 The Parties may request that Confidential Material be filed under seal.
5 However, any such request shall be subject to approval by the Court, for "compelling
6 reasons," upon noticed motion, pursuant to Local Rule 79-5 and this Court's Standing
7 Order, under the standards set forth in *Kamakana v. Honolulu*, 447 F.3d 1172, 1179
8 (9th Cir. 2006). Good cause to file under seal must be shown in the request.

9 Any Party may move the Court for relief from, or modification of, this
10 order at any time within the discovery period set by the District Court Judge, and each
11 Party reserves the right to contend in any such motion that documents produced by
12 another Party and information contained therein are not confidential. Local Rule 37
13 must be utilized. This stipulation does not constitute an admission as to the
14 admissibility of any Confidential Material at trial.

15 In the event any third parties serve a subpoena or document request in
16 other litigation to a party holding Confidential Material in this case, the party subject
17 to the subpoena or document request will promptly notify the other party that
18 produced the Confidential Material to allow that party to file objections or otherwise
19 attempt to prevent disclosure of the Confidential Material to the third party, and will
20 not produce the Confidential Material to the third party until legally required to do so.

21 The Parties agree to act in good faith in designating Confidential Material
22 and agree not to use this Stipulation for any purpose other than as stated herein. The
23 parties agree to make a good faith determination that any information designated
24 "confidential" truly warrants protection under Rule 26(c) of the Federal Rules of Civil

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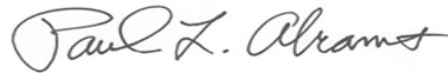
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1 Procedure. Designations of material as “Confidential” must be narrowly tailored to
2 include only materials for which there is good cause.

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4 **ORDER**

5 For good cause appearing, IT IS SO ORDERED.

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7 DATED: June 4, 2014



8 PAUL L. ABRAMS
9 U.S. MAGISTRATE JUDGE
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EXHIBIT A

Illari Chararra, et al. v. Benihana National Corp., et al. – U.S. District Court, Central
Dist. of California Case No. 2:13-CV-09326 GAF-PLAx.

ACKNOWLEDGEMENT

I have read and agree to be bound by the Protective Order in this case.

DATED: _____ DECLARANT _____